

**UDREN LAW OFFICES, P.C.**

**By: Veroneque A.T. Blake, Esquire**

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Attorneys for Secured Creditor: Bank of America, N.A.

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

VICINAGE

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IN RE: Kevin V. Garlasco

CHAPTER 11

CASE NO. 15-30676-JKS

**CERTIFICATION OF COUNSEL IN SUPPORT OF  
OBJECTION OF BANK OF AMERICA, N.A.  
TO CONFIRMATION OF DEBTOR'S CHAPTER 11 PLAN**

I, Veroneque A.T. Blake, of full age, hereby certifies as follows:

1. I am an attorney at law of the State of New Jersey, and an associate with Udren Law Offices, P.C., attorneys for Bank of America, N.A., a secured creditor in the above referenced bankruptcy proceeding. I am fully familiar with the facts of this a case and am authorized to make this certification.

2. Bank of America, N.A., is a secured creditor and mortgage lien holder on real property owned by and located at 114 Maitland Avenue, Paramus, NJ 07652.

3. Debtor filed a Chapter Bankruptcy Petition on November 2, 2015, and a Chapter 11 Plan on February 28, 2017.

4. By way of background, on September 27, 2005 Kevin V Galarsco and Kerriane P Garlasco executed a Mortgage to Bank of America, N.A. to secure credit of \$200,000.00 secured by premises commonly known a 114 Maitland Avenue, Paramus, NJ 07652.

5. The Chapter 11 Plan does not sufficiently allow for the repayment of arrears as set forth in the Proof of Claim of Bank of America, N.A. that will be filed.

6. The Property is listed as Debtor's primary residence, but the Plan attempts to modify the lien held by Bank of America, N.A., in violation of the anti-modification clause.

7. Bank of America, N.A., objects to the treatment of the secured claim in the Chapter 11 Plan and respectfully requests that the court deny confirmation of Chapter 11 Plan, and require debtor to file an Amended Chapter 13 Plan as the plan fails to provide for payment of taxes and insurance other than to state that post-petition, pre-confirmation escrow advances will also be paid over 36 months, without interest.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 3-7-2017

/s/ Veroneque A.T. Blake  
Veroneque A.T. Blake, Esquire  
UDREN LAW OFFICES, P.C.